

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

CHARLES J. ROGERS,)	
)	
Plaintiff,)	
)	Case No. CV-13-HGD-1124-S
v.)	
)	
DISCOVER BANK, EQUIFAX)	
INFORMATION SERVICES, INC.,)	
EXPERIAN INFORMATION)	
SOLUTIONS, INC., and TRANS)	
UNION, LLC,)	
)	
Defendants.)	

**EQUIFAX INFORMATION SERVICES LLC’S
ANSWER AND DEFENSES TO PLAINTIFF’S COMPLAINT**

Defendant, Equifax Information Services LLC (“Equifax”), by Counsel, files its Answer and Defenses to Plaintiff’s Complaint (“Complaint”) as follows:

ANSWER

In answering the Complaint, Equifax states that it is responding to allegations on behalf of itself only, even where the allegations pertain to alleged conduct by all Defendants. Equifax denies any and all allegations in the headings and/or unnumbered paragraphs in the Complaint. In response to the specific allegations in the enumerated paragraphs in the Complaint, Equifax responds as follows:

1. Equifax admits that this action purports to be brought pursuant to the FCRA, and state common law claims. Equifax denies that it is liable to Plaintiff for violation the FCRA, denies that Plaintiff was damaged by any action or inaction of Equifax, and denies that Plaintiff is entitled to any of the relief requested.

2. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2 and, therefore, denies those allegations.

3. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3 and, therefore, denies those allegations.

4. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 4 and, therefore, denies those allegations.

5. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 5 and, therefore, denies those allegations.

6. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6 and, therefore, denies those allegations.

7. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7 and, therefore, denies those allegations.

8. Equifax denies the allegations in Paragraph 8 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 8 and, therefore, denies those allegations.

9. To the extent that Plaintiff can maintain this action, which Equifax denies, it admits the allegations in Paragraph 9 and that jurisdiction is proper in this Court.

10. To the extent that Plaintiff can maintain this action, which Equifax denies, it admits the allegations in Paragraph 10 and that jurisdiction is proper in this Court.

11. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 11 and, therefore, denies those allegations.

12. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12 and, therefore, denies those allegations.

13. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 13 and, therefore, denies those allegations.

14. Equifax admits the allegations in Paragraph 14.

15. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 15 and, therefore, denies those allegations.

16. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 16 and, therefore, denies those allegations.

17. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17 and, therefore, denies those allegations.

18. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 18 and, therefore, denies those allegations.

19. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 19 and, therefore, denies those allegations.

20. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20 and, therefore, denies those allegations.

21. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 21 and, therefore, denies those allegations.

22. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 22 and, therefore, denies those allegations.

23. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23 and, therefore, denies those allegations.

24. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24 and, therefore, denies those allegations.

25. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 25 and, therefore, denies those allegations.

26. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 26 and, therefore, denies those allegations.

27. Responding to the allegations of Paragraph 27, defendant Equifax states that it received a dispute letter from plaintiff regarding Discover. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 27.

28. Equifax admits the allegation in Paragraph 28.

29. Equifax denies the allegations in Paragraph 29 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 29 and, therefore, denies those allegations.

30. Equifax denies the allegations in Paragraph 30 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 30 and, therefore, denies those allegations.

31. Responding to the allegations in paragraph 31, Equifax states that upon receipt of Plaintiff's dispute it conducted an investigation which included contacting Discover. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 31.

32. Equifax denies the allegations in Paragraph 32 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 32 and, therefore, denies those allegations.

33. Equifax denies the allegations in Paragraph 33 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 33 and, therefore, denies those allegations.

34. Equifax denies the allegations in Paragraph 34 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 34 and, therefore, denies those allegations.

35. Equifax admits the allegations in Paragraph 35.

36. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36 and, therefore, denies those allegations.

37. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37 and, therefore, denies those allegations.

38. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 38 and, therefore, denies those allegations.

39. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 39 and, therefore, denies those allegations.

40. Equifax denies the allegations in Paragraph 40 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 40 and, therefore, denies those allegations.

41. Responding to the allegations of paragraph 41, defendant Equifax states that, depending upon the circumstances, it will rely on information contained in public records concerning a consumer. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 41.

42. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 42 and, therefore, denies those allegations.

43. Equifax denies the allegations in Paragraph 43 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 43 and, therefore, denies those allegations.

44. Equifax denies the allegations in Paragraph 44 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 44 and, therefore, denies those allegations.

45. Equifax denies the allegations in Paragraph 45 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 45 and, therefore, denies those allegations.

46. Equifax denies the allegations in Paragraph 46 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 46 and, therefore, denies those allegations.

47. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 47 and, therefore, denies those allegations.

48. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 48 and, therefore, denies those allegations.

49. Equifax denies the allegations in Paragraph 49 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 49 and, therefore, denies those allegations.

50. Equifax denies the allegations in Paragraph 50 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 50 and, therefore, denies those allegations.

51. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 51 and, therefore, denies those allegations.

52. Equifax denies the allegations in Paragraph 52 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 52 and, therefore, denies those allegations.

53. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 53 and, therefore, denies those allegations.

54. Equifax denies the allegations in Paragraph 54 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 54 and, therefore, denies those allegations.

55. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 55 and, therefore, denies those allegations.

56. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 56 and, therefore, denies those allegations.

57. Equifax denies the allegations in Paragraph 57 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 57 and, therefore, denies those allegations.

58. Equifax denies the allegations in Paragraph 58 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 58 and, therefore, denies those allegations.

59. Equifax denies the allegations in Paragraph 59 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 59 and, therefore, denies those allegations.

60. Equifax denies the allegations in Paragraph 60 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 60 and, therefore, denies those allegations.

61. Equifax denies the allegations in Paragraph 61 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 61 and, therefore, denies those allegations.

62. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 62 and, therefore, denies those allegations.

63. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 63 and, therefore, denies those allegations.

64. Equifax denies the allegations in Paragraph 64 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 64 and, therefore, denies those allegations.

65. Equifax denies the allegations in Paragraph 65 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 65 and, therefore, denies those allegations.

66. Equifax denies the allegations in Paragraph 66 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 66 and, therefore, denies those allegations.

67. Equifax denies the allegations in Paragraph 67 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 67 and, therefore, denies those allegations.

68. Equifax denies the allegations in Paragraph 68 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 68 and, therefore, denies those allegations.

69. Equifax denies the allegations in Paragraph 69 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 69 and, therefore, denies those allegations.

70. Equifax denies the allegations in Paragraph 70 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 70 and, therefore, denies those allegations.

71. Equifax denies the allegations in Paragraph 71 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 71 and, therefore, denies those allegations.

72. Equifax denies the allegations in Paragraph 72 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 72 and, therefore, denies those allegations.

73. In response to Paragraph 73, Equifax restates and incorporates in responses to paragraphs 1 – 72 as though fully set forth herein.

74. Equifax admits that it is a consumer reporting agency as defined by the FCRA. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 74 and, therefore, denies those allegations.

75. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 75 and, therefore, denies those allegations.

76. Responding to the allegations of Paragraph 76, defendant Equifax states that it received a dispute letter from plaintiff regarding Discover. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 76.

77. Equifax admits the allegations in Paragraph 77 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 77 and, therefore, denies those allegations.

78. Equifax denies the allegations in Paragraph 78 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 78 and, therefore, denies those allegations.

79. Equifax denies the allegations in Paragraph 79 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 79 and, therefore, denies those allegations.

80. Equifax denies the allegations in Paragraph 80 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 80 and, therefore, denies those allegations.

81. Equifax denies the allegations in Paragraph 81 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 81 and, therefore, denies those allegations.

82. Equifax denies the allegations in Paragraph 82 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 82 and, therefore, denies those allegations.

83. Equifax denies the allegations in Paragraph 83 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 83 and, therefore, denies those allegations.

84. In response to Paragraph 84, Equifax restates and incorporates in responses to paragraphs 1 – 83 as though fully set forth herein.

85. Equifax states that the provision of Alabama law purportedly quoted in Paragraph 85 speaks for itself, and to the extent Plaintiff misquotes, misstates, mischaracterizes, or takes out of context the provision cited in Paragraph 85, the allegations are denied. Equifax further denies the allegations in Paragraph 85 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 85 and, therefore, denies those allegations.

86. Equifax states that the provision of Fair Debt Collection Practices Act, purportedly quoted in Paragraph 86 speaks for itself, and to the extent Plaintiff misquotes, misstates, mischaracterizes, or takes out of context the provision cited in Paragraph 86, the allegations are denied.

87. Equifax states that the provision of Gramm Leech Bliley Act, purportedly quoted in Paragraph 87 speaks for itself, and to the extent Plaintiff misquotes, misstates, mischaracterizes, or takes out of context the provision cited in Paragraph 87, the allegations are denied.

88. Equifax denies the allegations in Paragraph 88 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 88 and, therefore, denies those allegations.

89. Equifax denies the allegations in Paragraph 89 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 89 and, therefore, denies those allegations.

90. Paragraph 90 calls for a legal conclusion and, therefore, requires no response from Equifax. To the extent a response is required, Equifax states that the doctrine of reasonable expectation of privacy, purportedly stated in Paragraph 90 speaks for itself, and to the extent Plaintiff misquotes, misstates, mischaracterizes, or takes out of context those provisions of the law, the allegations are denied.

91. Equifax denies the allegations in Paragraph 91 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 91 and, therefore, denies those allegations.

92. Equifax denies the allegations in Paragraph 92 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 92 and, therefore, denies those allegations.

93. Equifax denies the allegations in Paragraph 93 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 93 and, therefore, denies those allegations.

94. In response to Paragraph 94, Equifax restates and incorporates in responses to paragraphs 1 – 93 as though fully set forth herein.

95. Equifax denies the allegations in Paragraph 95 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 95 and, therefore, denies those allegations.

96. Equifax denies the allegations in Paragraph 96 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 96 and, therefore, denies those allegations.

97. Equifax denies the allegations in Paragraph 97 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 97 and, therefore, denies those allegations.

98. In response to Paragraph 98, Equifax restates and incorporates in responses to paragraphs 1 – 97 as though fully set forth herein.

99. Equifax denies the allegations in Paragraph 99 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 99 and, therefore, denies those allegations.

100. Equifax denies the allegations in Paragraph 100 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 100 and, therefore, denies those allegations.

101. Equifax denies the allegations in Paragraph 101 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 101 and, therefore, denies those allegations.

102. Equifax denies the allegations in Paragraph 102 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 102 and, therefore, denies those allegations.

103. Equifax denies the allegations in Paragraph 103 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 103 and, therefore, denies those allegations.

104. Equifax denies the allegations in Paragraph 104 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 104 and, therefore, denies those allegations.

105. Equifax denies the allegations in Paragraph 105 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 105 and, therefore, denies those allegations.

106. Equifax denies the allegations in Paragraph 106 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 106 and, therefore, denies those allegations.

107. Equifax denies the allegations in Paragraph 107 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 107 and, therefore, denies those allegations.

108. In response to Paragraph 108, Equifax restates and incorporates in responses to paragraphs 1 – 107 as though fully set forth herein.

109. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 109 and, therefore, denies those allegations.

110. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 110 and, therefore, denies those allegations.

111. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 111 and, therefore, denies those allegations.

112. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 112 and, therefore, denies those allegations.

113. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 113 and, therefore, denies those allegations.

114. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 114 and, therefore, denies those allegations.

115. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 115 and, therefore, denies those allegations.

116. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 116 and, therefore, denies those allegations.

117. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 117 and, therefore, denies those allegations.

118. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 118 and, therefore, denies those allegations.

119. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 119 and, therefore, denies those allegations.

Any allegation in Plaintiff's Complaint not heretofore specifically responded to by Equifax is hereby denied.

DEFENSES

Without assuming the burden of proof where it otherwise rests with Plaintiff, Equifax pleads the following defenses to the Complaint:

FIRST DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

At all times relevant herein, Equifax maintained reasonable procedures to assure the maximum possible accuracy of Plaintiff's credit file.

THIRD DEFENSE

Plaintiff's damages, if any, were not caused by Equifax, but by another person or entity for whom or for which Equifax is not responsible.

FOURTH DEFENSE

Equifax has complied with the Fair Credit Reporting Act in its handling of Plaintiff's credit file and is entitled to each and every defense stated in the Act and any and all limitations of liability.

FIFTH DEFENSE

At all relevant times herein, the Plaintiff's alleged damages, which Equifax denies exist, were aggravated by the failure of the Plaintiff to use reasonable diligence to mitigate the same. Therefore, Plaintiff's recovery, if any, should be barred or decreased by reason of his failure to mitigate alleged losses.

SIXTH DEFENSE

Equifax adopts by reference the defenses, criteria, limitations, standards and constitutional protections mandated or provided by the United States Supreme Court in the following cases: *BMW v. Gore*, 517 U.S. 559 (1996); *Cooper Indus., Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 923 (2001); *State Farm v. Campbell*, 538 U.S. 408 (2003) and *Safeco Insurance Co. of America v. Burr*, 127 S. Ct. 2201 (2007).

SEVENTH DEFENSE

Plaintiff cannot establish the standard of willfulness under the Fair Credit Reporting Act as articulated by the Supreme Court in *Safeco Insurance Co. of America v. Burr*, 127 S. Ct. 2201 (2007).

EIGHTH DEFENSE

Plaintiff cannot meet the requirements of 15 U.S.C. §1681n in order to recover punitive or statutory damages.

NINTH DEFENSE

Equifax did not report inaccurate information regarding Plaintiff.

Equifax reserves the right to have additional defenses that it learns through the course of discovery.

WHEREFORE, having fully answered or otherwise responded to the allegations contained in Plaintiff's Complaint, Equifax prays that:

- (1) Plaintiff's Complaint be dismissed in its entirety and with prejudice, with all costs taxed against Plaintiff;
- (2) That it have a jury trial on all issues so triable;
- (3) That Equifax be dismissed as a party to this action;
- (4) That Equifax recover from Plaintiff its expenses of litigation, including but not limited to attorneys' fees pursuant to 15 U.S.C. § 1681n(c) and 15 U.S.C. § 1681o(b); and
- (5) That it recover such other and additional relief, as the Court deems just and appropriate.

Respectfully submitted, this 19th day of August, 2013.

Respectfully submitted,

KING & SPALDING LLP

/s/ Kary Bryant Wolfe

Kary Bryant Wolfe

Jones, Walker, LLP

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**Attorneys for Equifax Information
Services LLC**

CERTIFICATE OF SERVICE

This is to certify that I have this day electronically filed a true and correct copy of the foregoing DEFENDANT EQUIFAX INFORMATION SERVICES LLC'S ANSWER AND DEFENSES TO PLAINTIFF'S COMPLAINT with the Clerk of the Court using the ECF system, which will send notification of such filing to the following:

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Dated: August 19, 2013.

/s/ Kary Bryant Wolfe
Kary Bryant Wolfe